

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

MICHAEL AMICK,)	
)	
Plaintiff,)	
)	
v.)	Case No.: 3: 20-CV-1274
)	
PRARIE FARMS DAIRY, INC.,)	JURY TRIAL DEMANDED
)	
Defendant.)	

COMPLAINT

Comes Now the Plaintiff, Michael Amick, by and through his undersigned attorneys and for his cause action against Prairie Farms Dairy, Inc., states as follows:

1. Plaintiff (hereinafter “Amick”) is a resident of Missouri.
2. Defendant (hereinafter referred to as “PFD”) is a corporation doing business in this Judicial District.
3. From November 2012 to the present, PFD was a “covered employer” as defined by the Family Medical Leave Act (hereinafter “FMLA”) since, from 2012 to the present, PFD has employed more than 50 employees at its Granite City, Illinois facility annually for at least 20 workweeks.
4. From November 2012 until July 21, 2020 Amick was employed as a Production Operator by PFD at PFD’s Granite City, Illinois facility and was “covered employee” as defined by the FMLA since he worked for PFD for over 12 months and worked 1,250 hours per year of employment.
5. Since at least 2015 PFD has approved Amick’s annual request for FMLA leaves due to severe colitis.

6. On June 22, 2017 PFD certified that Amick had a serious medical condition under the FMLA and that Amick had a right under FMLA for up to 12 weeks of unpaid leave in a 12 month period measured forward from Amick's first FMLA leave usage.
7. On August 6, 2018 PFD certified that Amick had a serious medical condition under the FMLA and that Amick had a right under FMLA for up to 12 weeks of unpaid leave in a 12 month period measured forward from Amick's first FMLA leave usage.
8. In August or September of 2019, PFD certified that Amick had a serious medical condition under the FMLA and that Amick had a right under FMLA for up to 12 weeks of unpaid leave in a 12 month period measured forward from Amick's first FMLA leave usage.
9. As of July 14, 2020, Amick was eligible for FMLA coverage.
10. On July 14, 2020, Amick notified PFD that he was having a flare up of his colitis and that he would be taking a FMLA leave day on July 14, 2020.
11. After engaging in covert surveillance of Amick on July 14, 2020, PFD notified Amick that he would be investigated for dishonesty in relation to his exercise of his FMLA rights on July 14, 2020.
12. On July 21, 2020 PFD terminated Amick after concluding that Amick had misrepresented the reason for seeking a FMLA leave day on July 14, 2020.
13. PFD unlawfully discriminated against Amick when it terminated Amick in violation of Amick's FMLA right to take FMLA leave on July 14, 202 for colitis. 29 U.S.C.A. 2615.
14. Venue is proper in this Judicial District under 28 U.S.C. 1391(h) because a substantial part of the events giving rise to this FMLA claim occurred in this Judicial District.

15. By terminating Amick, PFD violated 29 C.F.R. 825.220(c) by discriminating against Amick for exercising his rights under the FMLA.

16. As a result of the wrongful acts of PFD as alleged herein, Amick has lost wages, salary, employment benefits and other compensation.

WHEREFORE, Amick prays for judgment against PFD as follows:

- A. Statutory damages for back pay in the form of lost wages, benefits, and other compensation, plus interest thereon at the statutory rate, pursuant to 29 U.S.C.A. §2617 (a)(1)A).
- B. Additional liquidated damages in the amount of the above-requested award, pursuant to 29 U.S.C.A. §2617(a)(1)(A).
- C. Equitable relief in the form of frontpay or reinstatement, if the Court deems appropriate, pursuant to 29 U.S.C.A. §2617 (a)(1)(B).
- D. Attorney's fees, expert witness fees, and costs of this action, pursuant to 29 U.S.C.A. §(a)(3), and such other relief as this Court may deem just and proper.

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